

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-05G2-S-17-0015	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04/17/2017	PAGE OF PAGES 1 51

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY Olympic National Forest, AQM, Contracting North 1835 Black Lake Blvd., Suite A Olympia, WA 98512	CODE	8. ADDRESS OFFER TO Olympic National Forest, AQM, Contracting North 1835 Black Lake Blvd., Suite A Olympia, WA 98512	
9. FOR INFORMATION CALL:	A. NAME Miley Sutherland	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (360) 956-2471	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Klahowya Campground Water System Improvements.

- a.) This is a firm, fixed price contract.
- b.) The period of performance for this contract is from:
Phase One: date of award to September 11, 2017;
Phase Two: September 11, 2017, to December 31, 2017.
- c.) This is a 'Best Value' solicitation. See additional requirements in Sections L and M of this solicitation.
- d.) This acquisition is a Total Small Business set-aside.
- e.) The Government Estimate is between \$500,000.00 and \$1,000,000.00.

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>214</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See F.2.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:30 pm (hour) local time 05/17/2017 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS: _____

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMS

Klahowya Campground Water System Improvements

Olympic National Forest
Pacific Ranger District
Clallam County, Washington

The Offeror must submit a price on all items.

NOTE: If Offeror does not intend to charge for a bid Item, a price of "0" or "NO COST" should be shown.

ITEM NUMBER	DESCRIPTION	METHOD OF MEAS.	PAY UNIT	EST. QUAN- TITY	UNIT PRICE	AMOUNT
01	Construct Groundwater Source Well	LS	Each	1	\$_____	\$_____
02	Demo Existing Vault Toilet Station and Appurtenances Including Tank	LS	Each	1	\$_____	\$_____
03	Demo Existing Comfort Station Roof (735 SQFT)	LS	Each	1	\$_____	\$_____
04	Abandon Existing Groundwater Well and Redwood Stave Tank	LS	Each	1	\$_____	\$_____
05	Install CXT Vault Toilet Facility, Double Unit (Cascadian)	LS	Each	1	\$_____	\$_____
06	Install Comfort Station Roof (735 SQFT)	LS	Each	1	\$_____	\$_____

PRICE (BASE ITEMS) \$ _____

Optional 01	4" HDPE DR-9 Water Main (Main Loop Sta 0+00 to 35+59)	LF	LF	3,559	\$_____	\$_____
Optional 02	4" R/S Gate Valve (Main Loop)	EA	Each	6	\$_____	\$_____
Optional 03	1" Air & Vacuum Release Valve Assembly (Main Loop)	EA	Each	2	\$_____	\$_____

Optional 04	1" Water Service Connection & Piping (Main Loop)	EA	Each	8	\$_____	\$_____
Optional 05	Trenching (Main Loop)	CY	CY	846	\$_____	\$_____
Optional 06	Crushed Aggregate Surface (Main Loop)	TON	TON	363	\$_____	\$_____
Optional 07	Crushed Aggregate Base (Main Loop)	TON	TON	584	\$_____	\$_____
Optional 08	Clearing and Grubbing	LS	Each	1	\$_____	\$_____
Optional 09	Site Grading	LS	Each	1	\$_____	\$_____
Optional 10	Gravel Borrow, Including Haul	CY	CY	100	\$_____	\$_____
Optional 11	Construct Pump House and Booster Pump Facility	LS	Each	1	\$_____	\$_____
Optional 12	Demo Existing Water Main Appurtenances and Abandon Existin Main	LS	Each	1	\$_____	\$_____

PRICE (BASE ITEMS & 12 OPTIONAL ITEMS) \$ _____

Optional 13	4" HDPE DR-9 Water Main (East Branch Sta 50+00 to 65+16)	LF	LF	1,516	\$_____	\$_____
Optional 14	4" R/S Gate Valve (East Branch)	EA	Each	4	\$_____	\$_____
Optional 15	1" Air & Vacuum Release Valve Assembly (East Branch)	EA	Each	1	\$_____	\$_____
Optional 16	1" Water Service Connection & Piping (East Branch)	EA	Each	4	\$_____	\$_____
Optional 17	Trenching (East Branch)	CY	CY	360	\$_____	\$_____
Optional 18	Crushed Aggregate Surface (East Branch)	TON	TON	154	\$_____	\$_____
Optional 19	Crushed Aggregate Base (East Branch)	TON	TON	249	\$_____	\$_____

TOTAL PRICE (ALL ITEMS) \$ _____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION OF WORK

The Olympic National Forest intends to acquire by contract improvements in the Klahowya Campground Water System. This project will be completed between June 1, 2017, and December 31, 2017. The work will need to be phased because the campground will be open and occupied until September 11th in addition a lot of the work is pendent on the success of the new groundwater source well.

Work includes, but is not limited to,

From June 1st to September 11th

- Development of a new groundwater source
- Demo Existing Vault Toilet Station and Appurtenances Including Tank
- Demo Existing Comfort Station Roof (735 SQFT)
- Abandon Existing Groundwater Well and Wood Stave Tank
- Install CXT Vault Toilet Facility, Double Unit (Cascadian)
- Install Comfort Station Roof (735 SQFT)

All work items below are pendent on the success of the new groundwater source:

- Development of booster pump/storage facility

From September 11th to December 31st

- Construct up to 5,075 linear feet (LF) of water main line and appurtenances including associated site work.
- Removal of existing water faucets, valves, standpipes and abandonment of existing water mains

Associated site work includes clearing, grubbing, removal of obstructions, excavation, trenching, filling, grading, and restoration/cleanup.

All debris created by this project shall be disposed of off National Forest Land, in accordance with State and local requirements for solid waste disposal.

C.2 PROJECT LOCATION

This project is located at the Klahowya Campground on the Pacific Ranger District of the Olympic National Forest, W Section 27 and E Section 28, Township 30 North, Range 11 West, in/near Forks, Washington. Klahowya Campground is on the North side of Hwy 101, 20 miles East of Forks.

a) **Existing Conditions:**

The indications of existing conditions on the drawings and specifications are the result of on-site facilities inspections, and reviews of incomplete construction and maintenance records and surveys.

b) **Weather Conditions:**

Weather conditions suitable for ground excavation are normally expected in May through October. Heavy rain is normal throughout the winter, with periods of light to moderate snowfall. Night freezing is common throughout the winter and several periods of weeklong freezes are likely.

c) **Operating Season:**

Operations are permissible Monday – Friday.

d) **Pre-Proposal Conference:**

None scheduled.

C.3 AVAILABILITY OF SPECIFICATIONS OR PRODUCT DESCRIPTIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS AND STANDARDS (FAR 52.210-3) (APR 1984)

Specifications or product descriptions cited herein, but not attached to this solicitation nor listed in the General Services Administration Index of Federal Specifications and Standards (GSAIFSS), may be obtained from:

Specification	Address
ASTM Standards	American Society for Testing and Materials P.O. Box C700 100 Bar Harbor Drive West Conshohocken, PA 19428-2959 (610) 832-9585 http://www.astm.org
AASHTO Standards	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Suite 249 Washington, D.C., 20001 (206) 624- 5800 http://www.aashto.org

C.4 APPLICABLE SPECIFICATIONS AND MATERIAL CERTIFICATIONS

(a) **Applicable Specifications:**

References to CSI Specifications in the Standard Specifications refer to these specifications. References to Specifications or CSI Specifications in these CSI Specifications refer to other CSI Specifications attached to the contract.

NOTE: Some CSI specifications and associated drawings use English system units to accommodate available commercial products.

(b) **Product Substitution:**

Any modification of other items, designs, materials, products or equipment (including Government-Furnished Property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

(c) **Shop Drawings Submittals:**

The following shop drawings shall be submitted on this project (4 sets unless noted):

Title	Referenced by Specification No.	Time Allowed for Govt. Review After Submittal
None	None	None

(d) **Material Certification, Testing Reports and Submittals:**

Brief Title	Basic Reference Specification	Detailed Regulations Specification	Copies To Submit	Time for Government Approval After Total Submittal
Wood Shingles	073129	073129	1	10 days
Sheet Metal Flashing and Trim	076200	076200	1	10 days

(e) **General Guidelines for Submittals:**

Submittals are required by their corresponding specifications (basic reference & detailed requirement). Work requiring submittals shall not begin until submittals have been approved.

Submittals shall include the following:

- Date and Revision Dates.
- Project Name and Contract Number.
- Names of Contractor, Subcontractor, Supplier, and Manufacturers.
- Field Dimensions and Relation to Adjacent Structures.
- Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurement and compliance with contract documents.

Samples:

Physical samples shall illustrate materials, equipment, or workmanship, and establish standards by which completed work shall be judged. Samples shall be of sufficient size and quantity to illustrate the functional characteristics of product or material, with integrally related parts and devices.

Manufacturer's requirements:

Supply manufacturer's catalog sheets or brochures with diagrams, schedules, or performance charts. Illustrations shall be clearly marked to identify pertinent materials or models, dimensions, and clearances required. Supplement standard drawings to provide information unique to this project.

Approval or Rejection Time Allowance:

Submittals will be reviewed and either approved or rejected within 10 calendar days of their receipt by the Contracting Officer or COR.

C.5 Attachments to Statement of Work/Specifications (AGAR 452.211-73) (FEB 1988)

The attachments to the Statement of Work/Specifications, listed in Section J, are hereby made part of this solicitation and any resultant contract.

C.6 BIOBASED PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., insulating foam, composite panels, and concrete and asphalt release fluids) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for minor construction for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Graffiti and grease removers	Insulation foam
Concrete and asphalt release fluids	Fluid-filled transformers
Wood and concrete sealers	Composite panels
Adhesive and mastic removers	Carpets
Roof coating	Hydraulic fluid
Diesel fuel additives	Greases
Dust suppressant	2-cycle engine oil
Absorbents	

Biobased products that are designated for preferred procurement under USDA’s BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content and source of biobased material

In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other commercially available biobased products.

The awarded Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product

Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browsefar>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

52.246-13 Inspection—Dismantling, Demolition, or Removal of Improvements (AUG 1996)

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at the project site.

E.3 INSPECTION AND TESTING PERFORMED BY GOVERNMENT

The Government will perform sampling, testing and inspection of work in progress where these responsibilities are not expressly assigned to the Contractor by the Forest Service specifications or by the Special Project Specifications.

E.4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browsefar>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F.2 **FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within __30__ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete: Phase One by September 11, 2017; and Phase Two by December 31, 2017. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within __15__ days after the date of contract award. The conference will be held at the Olympic National Forest, Supervisor's Office.

G.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate a Contracting Officer's Representative (COR) at the time of contract award.

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract).

On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.3 CONTRACT RELEASE

When submitting final payment, Contractor shall provide a signed and dated contract release that includes the following information: "In consideration of receipt of final payment in the amount of \$_____ Contractor hereby releases the United States of America from any and all obligations arising under this contract and any modifications thereof except as reserved herein. Reservations: _____"

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 Emergency Control (USDA 452.236-77) (JUL 1985)

Maintenance of Existing Facilities:

The Contractor shall conduct his operations to minimize disruptions to the Government employees and public using the existing facilities. Operations are permissible Monday – Thursday. The restroom will need to be closed and properly signed for safety.

H.2 Landscape Preservation

EROSION CONTROL MEASURES

- a. Contractor shall minimize sediment laden water from entering the stream. Install check dams and sediment fences as necessary to minimize the entry of silt-laden water into streams or other water bodies.
- b. Dewater any live streams prior to culvert removal or other in stream work.
- c. Seed and mulch all disturbed areas within 7 days of completing the project.

LANDSCAPE PRESERVATION

- a. The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer, and damage to vegetation or structures outside the clearing limits shall be repaired as directed by the Contracting Officer.
- b. Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- c. Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- d. Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

- e. Prevention of Oil Spills – If the Contractor maintains storage facilities for oil or oil products on project Area, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.
- f. If the total oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

H.3 Cleaning Of Equipment

Cleaning of Off-Road Equipment used by the Contractor for contract work shall be conducted outside the boundary of any National Forest Service land prior to moving each piece of equipment onto the project. The Contractor shall notify the Forest Service prior to moving each piece of equipment onto the project. Upon request from the Forest Service, arrangement will be made for Forest Service to inspect each piece of equipment prior to it being placed into service. The Contractor shall use cleaning methods necessary to ensure equipment is free of all attached mud, dirt, and plant parts. If noxious weeds are present at a project site, cleaning may also be required before moving between locations within the same project. These measures will assist to prevent the introduction/spread of the seeds of noxious weeds onto National Forest land. The Contractor shall certify in writing, compliance with the above requirements.

“**Off-road Equipment**” includes all machinery other than log truck, chip vans, pickup trucks or vehicles used to transport personnel on a daily basis.

H.4 Plan For Weather-Caused Suspensions Of Work

The Contractor shall prepare a plan for weather-caused suspensions of work to ensure preservation of resources affected on the work site or sites. The plans shall be consistent with the requirements in the LANDSCAPE PRESERVATION clause contained in this contract. The plan shall be submitted in writing to the Contracting Officer for review. The plan shall distinguish between short-term shut-downs caused by intermittent weather activity and longer-term shut-downs associated with the advent of winter. If rejected by the Contracting Officer, the Contractor shall revise the plan and re-submit it for consideration within three working days of verbal or written notification by the Contracting Officer. The Contractor shall take action consistent with the plan before suspending activity on the site(s). Acceptance of the plan by the Contracting Officer in no way waives any of the requirements of the LANDSCAPE PRESERVATION clause.

H.5 Industrial Fire Precaution Levels

The Contractor shall comply with the operations restrictions in accordance with the Washington State Industrial Fire Precaution Level (IFPL) system. The IFPL system is used to help prevent wildfires by regulating work in the woods during the summer fire season.

The US Forest Service and the Washington DNR use the four-level industrial regulation system.

The Precaution Levels are:

Level I	Closed Fire Season	Fire equipment and fire watch service is required.
Level II	Partial Hoot Owl	Limits certain activities to between the hours of 8 p.m. and 1 p.m.
Level III	Partial Shutdown	Prohibits some activities altogether and limits other activities to between the hours of 8 p.m. and 1 p.m.
Level IV	General Shutdown	All operations prohibited

Operation: Power Saws

Precaution Level	Landing	Tractor/Skidder	Other Woods Saws
I. Closed Season	Fire Watch	Fire Watch	Fire Watch
II. Partial Hoot Owl	Fire Watch	Hoot Owl	Hoot Owl
III. Partial Shutdown	Hoot Owl	Hoot Owl	Prohibited
IV. General Shutdown	Prohibited	Prohibited	Prohibited

Other Operations

Precaution Level	Loading	Blasting	Welding
I. Closed Season	Fire Watch	Fire Watch	Fire Watch
II. Partial Hoot Owl	Fire Watch	Hoot Owl	Hoot Owl
III. Partial Shutdown	Hoot Owl	Hoot Owl	Hoot Owl
IV. General Shutdown	Prohibited	Prohibited	Prohibited

This project is located in one of the following zones:

652SW Southern portion of the Pacific RD

The Fire Precaution Class can be found at: <http://www2.wadnr.gov/IFPL/ifpltoday.html> or by calling 1-800-527-3305.

H.6 Use of Premises

- (a) Forest Service Regulations for Use of Campground prohibits occupancy of developed recreation sites for other than primarily recreation purposes.
- (b) A **storage site** will be permitted at a designated site within the project area. The Forest Service assumes no liability for materials stored within the storage site. The Contractor will be allowed to erect a temporary fence to secure materials and equipment, however, the fence shall be removed and the site restored prior to final acceptance of the contract.

- (c) When the Contractor's operations require a temporary electrical power distribution system, the system shall comply with the National Electrical Code, applicable local codes and utility regulations. The Contractor shall make all arrangements with the serving utility for temporary power and shall pay the serving utility for all applicable fees and power consumed.
- (d) **Potable water and sanitary facilities** are available for use during construction.
- (e) Load Limits - All vehicles and equipment shall not exceed State legal highway loads and widths or posted limits without valid State and Forest Service overload, overwidth permits. Forest Service overload permits for this project may be obtained from the Pacific District Ranger.

PART II--CONTRACT CLAUSES
SECTION I--CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<https://www.acquisition.gov/?q=browsefar>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreement or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
52.204-13	System for Award Management Maintenance (OCT 2016)
52.204-22	Alternative Line Item Proposal (JAN 2017)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JULY 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (OCT 2010)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (NOV 2016)
52.219-14	Limitations on Subcontracting (JAN 2017)
52.219-28	Post-Award Small Business Program Rerepresentation (JULY 2013)
52.222-3	Convict Labor (JUNE 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAY 2014)
52.222-6	Construction Wage Rate Requirements (MAY 2014)
52.222-7	Withholding of Funds (MAY 2014)

52.222-8 Payrolls and Basic Records (MAY 2014)
 52.222-9 Apprentices and Trainees (JULY 2005)
 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
 52.222-12 Contract Termination - Debarment (MAY 2014)
 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
 52.222-15 Certification of Eligibility (MAY 2014)
 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014)
 52.222-21 Prohibition of Segregated Facilities (APR 2015)
 52.222-26 Equal Opportunity (SEPT 2016)
 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
 52.222-35 Equal Opportunity for Veterans (OCT 2015)
 52.222-36 Equal Opportunity for Workers with Disabilities (JULY 2014)
 52.222-37 Employment Reports on Veterans (FEB 2016)
 52.222-40 Notification of Employees Rights under the National Labor Relations Act (DEC 2010)
 52.222-50 Combating Trafficking in Persons (MAR 2015)
 52.222-54 Employment Eligibility Verification (OCT 2015)
 52.222-55 Minimum Wages under Executive Order 13658 (DEC 2015)
 52.222-59 Compliance with Labor Laws (Executive Order 13673) (DEC 2016)
Note to 52.222-59: By a court order issued on October 24, 2016, this paragraph (c) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DOD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)
 52.222-62 Paid Sick Leave under Executive Order 13706 (JAN 2017)
 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
 52.223-6 Drug-Free Workplace (MAY 2001)
 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
 52.227-1 Authorization and Consent (DEC 2007)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
 52.228-2 Additional Bond Security (OCT 1997)
 52.228-5 Insurance—Work on a Government Installation (JAN 1997)
 52.228-11 Pledges of Assets (JAN 2012)
 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)
 52.228-14 Irrevocable Letter of Credit (NOV 2014)
 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)
 52.229-3 Federal, State, and Local Taxes (FEB 2013)
 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
 52.232-17 Interest (MAY 2014)

52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JULY 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUNE 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
	Alternate I (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
	Alternate I (APR 1984)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JULY 1995)
52.243-4	Changes (JUNE 2007)
52.244-6	Subcontracts for Commercial Items (JAN 2016)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (OCT 2015)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) --
	Alternate I (SEP 1996)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, Or Removal of Improvements (APR 2012)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)

- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

I.2 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

I.3 FAR 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2014)

Buy American—Construction Materials (May 2014)

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a) (2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b) (2) and (b) (3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b) (3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.4 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

I.5 ORDER OF PRECEDENCE—CONSTRUCTION

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

Title	Pages
1. Definition and Acronyms	2
2. List of Specifications	2
3. Supplemental Specifications	302
4. Project Drawings	39
5. DOL Wage Decision No. WA170047 03/10/2017	8
6. Fire Protection and Suppression (R6-FS-6300-52)	9
7. Experience & Past Performance Questionnaire	3

PART IV--REPRESENTATIONS AND INSTRUCTIONS
SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

K.1 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JAN 2005)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All.**

NAICS Code: **237110 – Water and Sewer Line and Related Structures Construction**

Size Standard: **\$36.5 million.**

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K. 2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237110 – Water and Sewer Line and Related Structures Construction.

(2) The small business size standard is \$36.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) **If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.**

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DOD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DOD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million

which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c) (1) (xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DOD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.3 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

K.4 FAR 52.204-20 PREDECESSOR OF OFFEROR (JULY 2016)

(a) Definitions. As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____
(Do not use a “doing business as” name)

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS
(JULY 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c) (1) (i) through (c) (1) (iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1) (i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110 – Water and Sewer Line and Related Structures Construction.

(2) The small business size standard is \$36.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c) (3) of this provision.]* The offeror represents as part of its offer that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c) (4) of this provision.]* The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (6) of this provision.]* The offeror represents as part of its offer that is [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 FAR 52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b) (1) through (b) (3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

K.8 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K-9 SYSTEM FOR AWARD MANAGEMENT (SAM)

Please Complete --- Is the Offeror currently registered in SAM (Yes / No): _____

DUNS # _____

Prior to submitting a quote, contractors **will** be registered and have an active account with the System for Award Management (SAM) pursuant to FAR 4.1102 and other applicable regulations and guidelines (Refer to FAR clause 52.204-7 in Section L of this solicitation). **Any quote received from vendors not registered in SAM will be considered Non-Responsive and they will not be evaluated or considered for award.**

The System for Award Management (SAM) is a Federal Government owned and operated **FREE** website that consolidates the capabilities in CCR/FedReg, Online Representations and Certifications Application (ORCA) and the Excluded Parties List System (EPLS).

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 **FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE** **FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)

52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2017)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

L.2 **FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT** (OCT 2016)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

L.3 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JULY 2016)

(a) Definition. As used in this clause—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with [subpart 42.12](#). The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at

<http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **fixed price** contract resulting from this solicitation.

L5 FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.6 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

6.0%

Goals for female participation for each trade

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Clallam County, Washington.**

L.7 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b) (2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception

applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.8 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Miley Sutherland
Olympic National Forest
1835 Black Lake Blvd., Suite A
Olympia, WA 98512**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c)

L-9 TECHNICAL PROPOSAL INSTRUCTIONS

General

Proposals shall be submitted in two parts: a technical proposal and a price proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The price proposal shall be submitted with the solicitation forms. No breakdown of the unit price is required.

Offerors are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.

Specific

Offerors shall submit past performance information for their firm and any proposed major subcontractors. Performance information may be obtained from references provided.

List all major contracts and subcontracts completed during the past three years and all contracts and subcontracts in progress. The list should include, but is not limited to, contracts and subcontracts similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state and local governments, and commercial customers. Offerors that are newly formed entities, without prior contracts as an entity, should list contracts and subcontracts completed by all key personnel. Firms with no experience in the type of work described may show: similar type projects which demonstrate their ability to perform in a timely manner, experience, and past performance of their employees, or their work as a subcontractor.

Include the following information for each contract/subcontract:

- a. Name of contracting activity
- b. Contract number
- c. Contract type
- d. Total contract value
- e. Completion date, or anticipated completion date if in progress
- f. Contract work
- g. Contracting Officer
- h. Project manager or Contracting Officer's Representative
- i. List of major subcontractors

NOTE: Provide name, address, telephone, and FAX number for items g., h., and i.

At the option of the offeror, this listing of performance references may be provided prior to the date set for receipt of offers. However, listings must be provided no later than the required offer date.

The offeror may provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems. The Government may obtain information from existing contract files. Because discussions may not be held, the offeror may refute any problems in the original offer.

The offeror may include letters of appreciation for contracts and subcontracts previously completed and any value engineering finance awards.

The Office of Management and Budget (OMB) has authorized Federal agencies to collect past performance information under OMB clearance number 9000-0142.

SECTION M--EVALUATION FACTORS FOR AWARD

M-1. Evaluation of Options (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-2. Award Determination

All evaluation factors other than price, when combined, are as important as price.

M-3 Evaluation of Offers

A. General. The Forest Service will award contracts to the offerors who represent the best value to the Forest Service on the basis of: (1) the merits of the offer; (2) the risk associated with offeror's; experience: past performance; managers, key personnel, & subcontractors; use of bio-preferred products; price realism; our level of confidence in the offeror; and (3) price.

B. Merits of the Offer. We will determine the merits of each offer on the basis of; (a) its acceptability; and (b) its proposed price.

(1) **Acceptability.** We will determine the acceptability of each offer on a pass or fail basis. An offer is acceptable when it manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of this solicitation, including attachments and documents incorporated by reference. If you (a) take exception to any of the terms and conditions of the solicitation, (b) impose additional conditions, or (c) omit material information required by this solicitation, then we will consider your offer to be unacceptable and you to be ineligible for contract award. We reserve the right to change the terms and conditions of the solicitation by amendment at any time prior to the source selection decision.

(2) **Price.** We will evaluate the proposed price of each acceptable offer for reasonableness. (See **Source Selection Decision** below.)

C. Risk. Offeror's capability will be evaluated on the basis of: (1) experience; (2) past performance; (3) managers, key personnel, and subcontractors; (4) use of bio-preferred products; and (5) price realism. Findings in regard to these factors will be used to develop a Level of Confidence Assessment Rating (LOCAR).

Experience. Experience will be evaluated on the basis of the jobs that the offeror has had similar in nature, scope, and difficulty to the work that the contractor will have to perform under the contract awarded based upon this solicitation. If an offeror has no experience with similar work, the government will evaluate its experience as "None", which would be an unfavorable assessment.

Past Performance. Past performance will be evaluated in terms of the quality of the offeror's performance on the jobs identified above, and other jobs known to the government, based upon information obtained from the references provided by the offeror and other sources. Past performance will be evaluated based upon jobs performed over the past three years.

Past performance will be evaluated on the following criteria:

- (i) **Quality of Services:** Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.
- (ii) **Customer Satisfaction:** Satisfaction of end users with the Contractor's completed products and services.
- (iii) **Cost Control:** Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.
- (iv) **Business relations:** Effective management; ability to manage projects involving subcontracts; working relationship with the Contracting Officer and technical representatives; reasonable/cooperative behavior; flexibility; effective contractor recommended solutions; businesslike concern for Government's interests.
- (v) **Timeliness of performance:** Compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.

If an offeror has no record of past performance, the Forest Service will not evaluate the offeror favorably or unfavorably on this factor.

Managers, Key Personnel, and Subcontractors. The government will not attribute to the offeror, as an organization, the experience or the past performance of its managers, proposed key personnel, or proposed subcontractors. If an offeror has no record of its own, it will be evaluated as described above. However, the government will evaluate the experience and past performance of managers, proposed key personnel, and proposed subcontractors, separately and consider its findings when determining the best value. The government will determine whether their experience and past performance offsets the risk of doing business with an offeror that has no experience and past performance of its own. The government will consider only the experience and past performance of subcontractors that would perform work that is significant both technically and in proportion to the total work.

Use of Bio-Preferred Products. The Forest Service will evaluate the Offeror's plan to meet the requirement stated in clause "Affirmative Procurement of Biobased Products Under Service and Construction Contracts" to make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items and meet the contractor's performance requirements at a reasonable price.

Price Realism. The Forest Service will evaluate price realism as a measure of the Offeror's understanding of the task order's requirements. An unrealistically low price

increases the risk of poor performance, because the contractor is required to perform the service at little, or no, profit.

Level of Confidence Assessment Rating (LOCAR). The Forest Service will assess the Offeror's experience; past performance; managers, key personnel, and subcontractors; and price realism, to develop a Level of Confidence Assessment Rating (LOCAR). The LOCAR will reflect the subjective assessment of the likelihood that Offeror will successfully perform this requirement if awarded a contract. The LOCAR will be an important consideration in the source selection decision.

D. Relative Importance of the Evaluation Factors. The "Risk" evaluation factor **is as important as price**. Among the "Risk" sub-factors, experience, past performance, price realism, and LOCAR are more important than managers, key personnel, and subcontractors and use of bio-preferred products. The relative impact that any of the factors, or subfactors, will have on the source selection decision will depend on the differences among the competing offerors.

E. Source Selection Decision. In order to select the winning offeror, the Forest Service will rank the offerors from best to worst by making a series of paired comparisons among them, trading off the differences in the non-price factors against the difference in price between the members of each pair, as follows;

If one offeror is better in terms of the non-price factors, but has the higher price, then we will decide whether the differences in the non-price factors are worth the difference in price. If we consider the differences in the non-price factors to be worth the difference in price, then we will consider the offeror to be the better value. If not, then we will consider the offeror with the lower price to be the better value.

We will continue to make paired comparisons in this way until we have decided which offeror is the best value.

The contract, resulting from this solicitation, will be awarded to the offeror which represent the best value to the Forest Service.

F. Award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.